

1 NADIN CUTTER, ESQ.
Nevada Bar No.: 11548
2 CUTTER LAW FIRM, CHTD.
6787 W. Tropicana Avenue
3 Suites 268 & 270
Las Vegas, Nevada 89103
4 Tel: (702) 800-6525
Fax: (702) 800-6527
5 Email: cutter@cutterlegal.com
Attorney for Plaintiff Sushil Prabakaran

6
7 **UNITED STATES BANKRUPTCY COURT**
FOR THE DISTRICT OF NEVADA
8 **LAS VEGAS DIVISION**

9 In re:

10 Haydee Jorge,

11 Debtor

12 SUSHIL PRABAKARAN, an individual,

13 Plaintiff,

14 vs.

15 HAYDEE M. JORGE

16 Defendant.

Bankruptcy Case No.: 14-10694-abl

Adversary No.:

COMPLAINT OBJECTING TO
DISCHARGEABILITY OF
INDEBTEDNESS
(11 U.S.C § 523)

18 NOTICE: this is a Complaint alleging that the Defendant has committed fraud
19 against the Plaintiff in connection with the procurement of a medical loan for
20 payment of plastic surgery. The Defendant is urged to review this with an
attorney. Please contact the State Bar.

21 COMES NOW Plaintiff, Sushil Prabakaran, by and through his attorney of record, to
22 allege and complain as follows:

23 **I. PARTIES AND JURISDICTION**

- 24 1. This adversary proceeding is brought under 11 U.S.C. § 523(a)(2)(A) and (a)(4).
25 2. Plaintiff is a resident of the State of Nevada, and otherwise is entitled to bring this

1 action.

- 2 3. Defendant filed a Chapter 7 bankruptcy petition on January 31st, 2014 ("Filing").
- 3 4. The Court has jurisdiction under 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. § 523, and
- 4 this is a core proceeding.

5 **II. COUNT I**

- 6 1. On or before May 3, 2012, Defendant asked Plaintiff to co-sign on loans for medical
- 7 procedures, specifically plastic surgery, she intended to have completed.
- 8 2. Initially Plaintiff agreed to do so because Defendant assured him he would only be a
- 9 co-signor and she would prepare the whole loan application for his signature.
- 10 3. Plaintiff's first language is not English.
- 11 4. Defendant prepared the application and told Plaintiff he was only a co-signor.
- 12 5. Defendant committed fraud by telling Plaintiff he was a co-signor, when in fact,
- 13 Defendant prepared the application to read that Plaintiff was solely responsible for
- 14 Defendant's medical loan debt for Defendant's plastic surgery.
- 15 6. Defendant's fraud was not revealed to Plaintiff until much later when the loan
- 16 company contacted him and informed he was not a co-signor whatsoever.
- 17 7. It was then apparent to Plaintiff that Defendant committed fraud in order to induce
- 18 him to sign her medical loan documents so that she could undergo plastic surgery at
- 19 the Plaintiff's expense.
- 20 8. In the interim, Plaintiff took steps to protect himself by having Defendant execute a
- 21 Promissory Note that he fully anticipated Defendant to pay as agreed therein.
- 22 9. Plaintiff and Defendant agreed Defendant would execute a Promissory Note to
- 23 commemorate this agreement between them.
- 24
- 25

10. On May 3, 2012, Defendant signed a Promissory Note memorializing the agreement between Plaintiff and Defendant. *See* Promissory Note, attached as **Exhibit "A"**.
11. Pursuant to said Promissory Note, JORGE borrowed a total sum of twenty-thousand five-hundred eighty-seven dollars and thirty cents (\$20,587.30) for medical expenses and was required to make monthly installment payments of six-hundred dollars (\$600.00). *See* **Exhibit "A"**.
12. Pursuant to said Promissory Note, under no circumstances is Plaintiff responsible for repayment of the money borrowed for Defendant's medical expenses. *See* **Exhibit "A"**.
13. As of today, Defendant has only paid Plaintiff a total of five-hundred dollars (\$500.00) in June, 2012.
14. Defendant defaulted in her payment plan with Plaintiff and has since become quite unresponsive to Plaintiff's requests for repayment.
15. As a result of Defendant's failure to perform as promised in the Promissory Note, Plaintiff has been *forced* to make payments on Defendant's medical debt in order to try and protect his own credit.
16. As a result of Defendant's failure to perform as promised in the Promissory Note, Plaintiff has struggled financially while paying for Defendant's own medical debt.
17. Pursuant to said Promissory Note, Defendant was required to promptly inform Plaintiff of any change in address or name.
18. Plaintiff has repeatedly attempted to get Defendant to pay as she promised in said Promissory Note, but all attempts to do so have fallen on deaf ears. Recently, JORGE has completely evaded contact with Plaintiff.

- 1 19. Pursuant to said Promissory Note, Defendant is required to pay Plaintiffs court costs,
2 collection agency costs, and attorney's fees in the event that Plaintiff is forced to
3 resort to legal action to enforce said Promissory Note. **See Exhibit "A"**.
- 4 20. As a result of her failure to perform as promised in the Promissory Note, Defendant
5 has forced the Plaintiff to hire counsel and to incur attorney's fees and costs in pursuit
6 of the funds that he is contractually entitled to.
- 7 21. The Defendant has filed a Complaint for relief in the District Court of Clark County
8 Nevada and received a Default Judgment regarding this claim. The same are attached
9 hereto as **Exhibit "B"** and **Exhibit "C"**, respectively.
- 10 22. The Complaint contains 4 causes of action including, Breach of Contract, Breach of
11 the Implied Covenant of Good Faith and Fair Dealing, Unjust Enrichment, and Fraud.
12 **See Exhibit "D."**
- 13 23. As Fraud is nondischargeable in bankruptcy, the Plaintiff requests that this Court
14 affirm his monetary judgment in the amount of \$25,465.92 and find that it be
15 nondischargeable debt that the Defendant must pay to the Plaintiff.
- 16 24. Under 11 U.S.C. § 523 (a)(2)(A), the Defendant by utilizing false pretenses, false
17 representations, and actual fraud obtained money and credit for a medical loan to
18 undergo plastic surgery. Defendant prepared all the loan forms and informed the
19 Plaintiff he was merely a "co-signor" when in reality, the Defendant lied and made
20 the Plaintiff solely responsible for the debt.
- 21 25. Defendant intended that her material misrepresentations would induce the Plaintiff to
22 sign the medical loan documents she prepared.
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1 26. Plaintiff justifiably relied on Defendant's material misrepresentations and fraud.

2 27. Similarly, under 11 U.S.C. § 523(a)(4), the Defendant's actions as described above
3 and incorporated herein were for fraud or defalcation while acting in a fiduciary
4 capacity, embezzlement or larceny.

5 28. Defendant acted in a fiduciary capacity by preparing the medical loan paperwork for
6 the Plaintiff and lying to him about the terms of the same.

7 29. Defendant embezzled money from the Plaintiff and committed larceny as well by
8 taking money from the Plaintiff under false pretenses and then, never paying it back.

9 30. The charges were incurred by the Plaintiff solely for the Defendant's debt.

10 31. Defendant's conduct has damaged the Plaintiff in the amount of \$25,465.92.

11 32. Defendant's conduct has also damaged the Plaintiff in the form of attorney's fees and
12 costs for the underlying bankruptcy procedure.

13 33. Defendant should be denied a discharge of the Plaintiff's claim in the amount of
14 \$25,465.92 plus any attorney's fees and costs incurred in the instant bankruptcy
15 proceeding.

16 34. Thereafter, the Defendant told the Plaintiff she would repay the Plaintiff; however,
17 she only paid \$500 to date.

18 35. The Defendant's deceitful actions constitute fraud and as such, the debt arising out of
19 the Default Judgment is nondischargeable in bankruptcy court.
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IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court provide:

1. A monetary judgment in the amount of \$25,465.92;
2. An Order of nondischargeability under 11 U.S.C. § 523 (a)(2)(A) and (a)(4);
3. An Order awarding Plaintiff such additional relief as this Court deems just and equitable,; and
4. An award of attorney's fees and costs for this adversary proceeding.

DATED this 1st day of May, 2014.

CUTTER LAW FIRM, CHTD.



NADIN J. CUTTER, ESQ.

Nevada Bar No.: 11548

6787 W. Tropicana Avenue

Suites 268 & 270

Las Vegas, Nevada 89103

Tel: (702) 800-6525

Fax: (702) 800-6527

Attorney for Plaintiff Sushil Prabakaran

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of CUTTER LAW FIRM,
3 CHTD. and that on this day I personally served a true and correct copy of the attached
4 **COMPLAINT** by:

5 X U.S. Mail
6 Facsimile
7 Personal Service
8 Messenger Service
9

10 To the following:

11 Haydee M. Jorge
12 3196 South Maryland Parkway #309
13 Las Vegas, Nevada 89169

14 DATED this 1st day of May, 2014.

15 
16 _____
17 Employee of CUTTER LAW FIRM, CHTD.
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Exhibit A

PROMISSORY NOTE

From:

Haydee M Jorge
Address: 211 Lynbrook street
Henderson, NV 89012

Date: May 3, 2012

SSN:

Drivers License # 2101223169
Email: hjorgeys@gmail.com
Phone: 7028606894

To:

Sushil Prabhakaran
7209 Daintree Ct,
Las Vegas, NV 89113

I hereby certify that the entire sum of money borrowed with the GE Capital Retail Bank Account # 6019 1823 2266 8577, \$8,900 borrowed through Citi Credit Card # 5466 1600 7763 3888 and Sushil Prabhakaran's personal fund of \$550 are for my medical expenses and I am fully responsible for repayment of this money along with the interest.

I understand that as of this date (May 3, 2012) the total sum stands at \$20,587.30 with a monthly installment of \$600. I also understand that this may go up depending on the late payment fees, interest rate changes and other unexpected charges. I would be fully responsible for all the payments in this account.

Under no circumstances Sushil Prabhakaran is responsible for repayment of this money or any other charges incurred in these accounts pertaining to my medical procedures.

I understand that I must promptly inform Sushil Prabhakaran of any change in name or address.

If Sushil Prabhakaran prevails in a lawsuit to collect on this note, I will pay his court costs, collection agency costs, and attorney's fees in an amount the court finds to be reasonable.

In any unforeseen event (death or disability), the money can be recovered by selling my properties.

Sincerely,


(Haydee M Jorge)

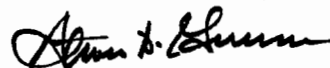
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Exhibit B

NEDJ

NADIN CUTTER, ESQ.
Nevada Bar No.: 11548
CUTTER LAW FIRM, CHTD.
6787 W. Tropicana Avenue
Suites 268 & 270
Las Vegas, Nevada 89103
Tel: (702) 800-6525
Fax: (702) 800-6527
Attorney for Plaintiff Sushil Prabakaran

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY NEVADA

SUSHIL PRABAKARAN, an individual,

Plaintiff,

vs.

HAYDEE M. JORGE, an individual, DOES I
through X, and ROE CORPORATIONS I
through XX,

Defendant.


**NOTICE OF ENTRY OF DEFAULT
JUDGMENT**

Case No. A-13-689955-C
Dept. No. XII

PLEASE TAKE NOTICE that on 14th day of April, 2014, a Default Judgment was duly
entered. A true and correct copy is attached hereto as Exhibit A.

DATED this 14th day of April, 2014.

CUTTER LAW FIRM, CHTD.



NADIN CUTTER, ESQ.
Nevada Bar No.: 11548
6787 W. Tropicana Avenue
Suites 268 & 270
Las Vegas, Nevada 89103
Tel: (702) 800-6525
Fax: (702) 800-6527
Attorney for Plaintiff Sushil Prabakaran

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Exhibit A


CLERK OF THE COURT

JUDG

NADIN CUTTER, ESQ.
Nevada Bar No.: 11548
CUTTER LAW FIRM, CHTD.
6787 W. Tropicana Avenue
Suites 268 & 270
Las Vegas, Nevada 89103
Tel: (702) 800-6525
Fax: (702) 800-6527
Attorney for Plaintiff Sushil Prabakaran

DISTRICT COURT
CLARK COUNTY NEVADA

SUSHIL PRABAKARAN, an individual,

Plaintiff,

vs.

HAYDEE M. JORGE, an individual, DOES I
through X, and ROE CORPORATIONS I
through XX,

Defendant.

Case No.: A-13-689955-C

Dept No.: XII

DEFAULT JUDGMENT

DEFAULT JUDGMENT


Defendant HAYDEE JORDGE having been served with the (1) Summons and (2) Complaint, and having failed to appear, plead or answer thereto; the legal time therefore having expired, and not having been extended; the Default of Defendant HAYDE JORGE having been entered for failure to answer or otherwise defend as to the Complaint filed on behalf of Plaintiff; it appearing that Defendant is not in the military service of the United States nor is she an infant

1 or incompetent person; and an Application for Default Judgment having been duly made by
2 Plaintiff for Judgment against Defendant HAYDE JORGE in accordance with the prayer and the
3 causes of action in the Complaint and the Affidavits on file herein, and good cause appearing:

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff is awarded
5 Judgment against Defendant HAYDE JORGE in the principal sum of \$20,087.30, for costs in the
6 amount of \$378.62, for post-service interest at the rate of 5.25% per NRS 99.040, and for
7 reasonable attorney's fees as permitted by contract in the Promissory Note in the amount of
8 \$ 5,000 -, for a total judgment in the amount of \$ 25,465⁹², plus post-
9 judgment interest at the appropriate legal rate per year.

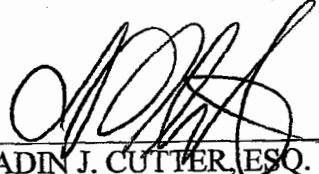
10 IT IS HEREBY ORDERED.

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12 DATED this 14 day of April, 2014.

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DISTRICT COURT JUDGE

16 Respectfully submitted by:

17
18 CUTTER LAW FIRM, CHTD.

19 
20
21 NADIN J. CUTTER, ESQ.
22 Nevada Bar No.: 11548
23 6787 West Tropicana Avenue
24 Suites 268 & 270
25 Las Vegas, Nevada 89103
Telephone: (702) 800-6525
Facsimile: (702) 800-6527
Attorney for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of CUTTER LAW FIRM, CHTD.
and that on this day I personally served a true and correct copy of the attached **DEFAULT**

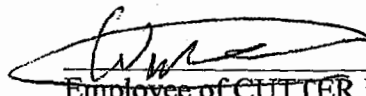
JUDGMENT by:

 X U.S. Mail
 Facsimile
 Personal Service
 Messenger Service

To the following:

Haydee M. Jorge
3196 South Maryland Parkway #309
Las Vegas, Nevada 89169

DATED this 14th day of April, 2014.



Employee of CUTTER LAW FIRM, CHTD.

CERTIFICATE OF SERVICE

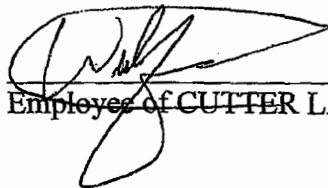
Pursuant to NRCP 5(b), I certify that I am an employee of CUTTER LAW FIRM,
CHTD. and that on this day I personally served a true and correct copy of the attached **NOTICE**
OF ENTRY OF DEFAULT JUDGMENT by:

 X U.S. Mail
 Facsimile
 Personal Service
 Messenger Service

To the following:

Haydee M. Jorge
3196 South Maryland Parkway #309
Las Vegas, Nevada 89169

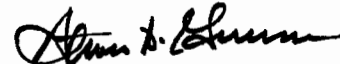
DATED this 14th day of April, 2014.



Employee of CUTTER LAW FIRM, CHTD.

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Exhibit C



CLERK OF THE COURT

JUDG

NADIN CUTTER, ESQ.
Nevada Bar No.: 11548
CUTTER LAW FIRM, CHTD.
6787 W. Tropicana Avenue
Suites 268 & 270
Las Vegas, Nevada 89103
Tel: (702) 800-6525
Fax: (702) 800-6527
Attorney for Plaintiff Sushil Prabakaran

DISTRICT COURT

CLARK COUNTY NEVADA

SUSHIL PRABAKARAN, an individual,

Plaintiff,

vs.

HAYDEE M. JORGE, an individual, DOES I
through X, and ROE CORPORATIONS I
through XX,

Defendant.

Case No.: A-13-689955-C

Dept No.: XII

DEFAULT JUDGMENT

DEFAULT JUDGMENT

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5 Judgment against Defendant HAYDE JORGE in the principal sum of \$20,087.30, for costs in the
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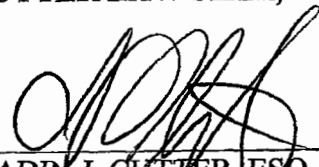
10 IT IS HEREBY ORDERED.

11
12 DATED this 14 day of April, 2014.

13
14
15 
DISTRICT COURT JUDGE

16 Respectfully submitted by:

17
18 CUTTER LAW FIRM, CHTD.

19 
20
21 NADIN J. CUTTER, ESQ.
22 Nevada Bar No.: 11548
23 6787 West Tropicana Avenue
24 Suites 268 & 270
25 Las Vegas, Nevada 89103
Telephone: (702) 800-6525
Facsimile: (702) 800-6527
Attorney for Plaintiff

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Exhibit D

CIVIL COVER SHEET

Clark County, Nevada

A-13-689955-C

Case No.

XII

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): Sushil Prabakaran

7209 Daintree Court

Las Vegas NV 89113

Attorney (name/address/phone):

Nadin Cutter, Esq. (Cutter Law Firm, Chtd.)

6787 West Tropicana Avenue, Suites 268 & 270

Las Vegas NV 89103

702-800-6525

Defendant(s) (name/address/phone): Haydee M. Jorge

211 Lynbrook Street

Henderson NV 89012

702-860-6994

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)☒ **Arbitration Requested****Civil Cases**

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input checked="" type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

10/9/2013

Date

[Signature]

Signature of initiating party or representative

See other side for family-related case filings.

COMP

NADIN CUTTER, ESQ.
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Attorney for Plaintiff Sushil Prabakaran

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**DISTRICT COURT
CLARK COUNTY NEVADA**


CLERK OF THE COURT

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Plaintiff,

vs.

HAYDEE M. JORGE, an individual, DOES I
through X, and ROE CORPORATIONS I
through XX,

Defendant.

COMPLAINT

Case No. A-13-689955-C
Dept No. XII

COMPLAINT

COMES NOW, Plaintiff SUSHIL PRABAKARAN, an individual, by and through his
attorney of record NADIN CUTTER, ESQ. of CUTTER LAW FIRM, CHTD., who hereby
brings forth the instant Complaint as and against Defendant HAYDEE M. JORGE, an individual,
DOES I through X, and ROE CORPORATIONS I through XX, and now alleges as follows:

GENERAL ALLEGATIONS

1. At all relevant times herein, Plaintiff SUSHIL PRABAKARAN ("Plaintiff") was and currently is a resident of Clark County, Nevada.

2. At all relevant times herein, Defendant HAYDEE M. JORGE ("JORGE") was and, based on information and belief, currently is a resident of Clark County, Nevada.

3. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants named herein as DOES I through X, inclusive and ROE CORPORATIONS I through XX, inclusive are unknown to Plaintiff, who therefore, sues said Defendants by said fictitious names; Plaintiff is informed and believes and thereon alleges that each Defendant designated herein as DOES or ROE CORPORATIONS was negligent or responsible in some manner for the events and happenings which proximately caused damages to Plaintiff as herein alleged. Plaintiff will ask leave to amend the instant Complaint to insert the true names and capacities of DOES I through X and ROE CORPORATIONS I through X when the same have been ascertained.

FACTUAL BACKGROUND

4. On or before May 3, 2012, JORGE asked Plaintiff to co-sign on loans for medical procedures, specifically plastic surgery, she intended to have completed.

5. Initially Plaintiff agreed to do so because JORGE assured him he would only be a co-signor and she would prepare the whole loan application for his signature.

6. JORGE prepared the application and told Plaintiff he was only a co-signor.

7. JORGE committed fraud by telling Plaintiff he was a co-signor, when in fact, JORGE prepared the application to read that Plaintiff was solely responsible for JORGE's medical loan debt for JORGE's plastic surgery.

1 8. JORGE's fraud was not revealed to Plaintiff until much later when the loan
2 company contacted him and informed he was not a co-signor whatsoever.

3 9. It was then apparent to Plaintiff that JORGE completely lied to him.

4 10. In the interim, Plaintiff took steps to protect himself by having JORGE execute a
5 Promissory Note that he fully anticipated JORGE to pay as agreed therein.

6 11. Plaintiff and JORGE agreed JORGE would execute a Promissory Note to
7 commemorate this agreement between them.

8 12. On May 3, 2012, JORGE signed a Promissory Note memorializing the
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10 13. Pursuant to said Promissory Note, JORGE borrowed a total sum of twenty-
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13 **Exhibit "A"**.

14 14. Pursuant to said Promissory Note, under no circumstances is Plaintiff
15 responsible for repayment of the money borrowed for JORGE's medical expenses. See **Exhibit**
16 **"A"**.

17 15. As of today, JORGE has only paid Plaintiff a total of five-hundred dollars
18 (\$500.00) in June, 2012.

19 16. JORGE defaulted in her payment plan with Plaintiff and has since become quite
20 unresponsive to Plaintiff's requests for repayment.

21 17. As a result of JORGE's failure to perform as promised in the Promissory Note,
22 Plaintiff has been *forced* to make payments on JORGE's medical debt in order to try and protect
23 his own credit.
24
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1 18. As a result of JORGE's failure to perform as promised in the Promissory Note,
2 Plaintiff has struggled financially while paying for JORGE's medical debt.

3 19. Pursuant to said Promissory Note, JORGE was required to promptly inform
4 Plaintiff of any change in address or name.

5 20. Plaintiff has repeatedly attempted to get JORGE to pay as she promised in said
6 Promissory Note, but all attempts to do so have fallen on deaf ears. Recently, JORGE has
7 completely evaded contact with Plaintiff.

8 21. Pursuant to said Promissory Note, JORGE is required to pay Plaintiffs court
9 costs, collection agency costs, and attorney's fees in the event that Plaintiff is forced to resort to
10 legal action to enforce said Promissory Note. *See Exhibit "A"*.

11 22. As a result of her failure to perform as promised in the Promissory Note, JORGE
12 has forced the Plaintiff to hire counsel and to incur attorney's fees and costs in pursuit of the
13 funds that he is contractually entitled to.

14
15 **FIRST CLAIM FOR RELIEF**
16 **(Breach of Contract)**

17 23. Plaintiff repeats and realleges each and every allegation contained in the above
18 paragraphs of this Complaint and incorporates each as though fully set forth therein.

19 24. Plaintiff and JORGE entered into a valid legal contract on May 3, 2012 when
20 JORGE signed the Promissory Note. *See Exhibit "A"*.

21 25. Plaintiff fully performed his obligations under the contract.

22 26. JORGE breached the contract by failing to make the required six-hundred dollar
23 (\$600.00) monthly installment payments as promised in the Promissory Note.

1 27. JORGE breached the contract by forcing Plaintiff to be responsible for
2 repayment of the medical debt because she has paid Plaintiff a total of five-hundred dollars
3 (\$500.00) since signing the Promissory Note.

4 28. JORGE breached the contract by failing to promptly inform Plaintiff of her new
5 address as promised in the Promissory Note.

6 29. JORGE breached the contract by failing to be responsible for the repayment of
7 the money as promised in the Promissory Note.

8 30. Plaintiff has suffered damages in excess of ten-thousand dollars (\$10,000.00) as
9 a result of JORGE's multiple breaches.

10 31. That it has been necessary for the Plaintiff to retain the services of legal counsel
11 for which the Plaintiff is entitled to recover such costs and expenses from.

12 **SECOND CLAIM FOR RELIEF**
13 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

14 32. Plaintiff repeats and realleges each and every allegation contained in the above
15 paragraphs of this Complaint and incorporates each as though fully set forth therein.

16 33. Plaintiff and JORGE were parties to a contract evidenced by the Promissory
17 Note signed by JORGE on May 3, 2012. *See Exhibit "A"*.

18 34. JORGE owed Plaintiff a duty of good faith and fair dealing as all contracts
19 entered into in Nevada impose a duty of good faith and fair dealing on the parties.

20 35. JORGE breached her duty of good faith and fair dealing by performing in a
21 manner that is unfaithful to the purpose of the contract by failing to make monthly installment
22 payments of six-hundred dollars (\$600.00) as was promised in the Promissory Note.
23
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1 36. JORGE breached her duty of good faith and fair dealing by performing in a
2 manner that is unfaithful to the purpose of the contract by only making a total of five-hundred
3 dollars (\$500.00) worth of payments since signing the Promissory Note.

4 37. Plaintiff's justified expectations of JORGE paying for her own medical debt
5 have been denied by JORGE's breaches of her duty of good faith and fair dealing and Plaintiff
6 has suffered damages in excess of ten-thousand dollars (\$10,000.00)

7 38. That it has been necessary for the Plaintiff to retain the services of legal counsel
8 for which the Plaintiff is entitled to recover such costs and expenses from.

9
10 **THIRD CLAIM FOR RELIEF**
11 **(Unjust Enrichment)**

12 39. Plaintiff repeats and realleges each and every allegation contained in the above
13 paragraphs of this Complaint and incorporates each as though fully set forth therein.

14 40. JORGE has unjustly retained the full benefit of the medical procedures financed
15 by the loans referenced in the Promissory Note.

16 41. JORGE has completely failed to perform as promised in said Promissory Note.

17 42. JORGE's retention of the benefits of the Promissory Note goes against
18 fundamental principles of justice or equity and good conscience.

19 43. JORGE has been unjustly enriched at Plaintiff's expense and Plaintiff has been
20 damaged in an amount exceeding ten-thousand dollars (\$10,000.00)

21 44. That it has been necessary for the Plaintiff to retain the services of legal counsel
22 for which the Plaintiff is entitled to recover such costs and expenses from.

23 **FOURTH CLAIM FOR RELIEF**
24 **(Fraud)**

25 45. Plaintiff repeats and realleges each and every allegation contained in the above
paragraphs of this Complaint and incorporates each as though fully set forth therein.

1 46. By convincing Plaintiff he was only a co-signor to her medical debt and by falsely
2 preparing the loan application, JORGE made multiple false representations to Plaintiff.

3 47. By signing a Promissory Note with a repayment plan, JORGE made further false
4 representations to Plaintiff.

5 48. JORGE knew and believed her representations to Plaintiff were false.

6 49. JORGE had an insufficient basis of information for making these representations
7 to Plaintiff.

8 50. JORGE intended to induce Plaintiff to act to co-sign and/or solely pay for
9 JORGE's medical debt based on her fraudulent misrepresentations to Plaintiff.

10 51. JORGE intended to induce Plaintiff into believing she would repay Plaintiff
11 pursuant to the terms of the Promissory Note and instead, she breached said agreement as well.

12 52. Plaintiff justifiably relied on JORGE's multiple false representations.

13 53. JORGE has been unjustly enriched at Plaintiff's expense and Plaintiff has been
14 damaged in an amount exceeding ten-thousand dollars (\$10,000.00)

15 54. That it has been necessary for the Plaintiff to retain the services of legal counsel
16 for which the Plaintiff is entitled to recover such costs and expenses from.

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1 WHEREFORE, for the foregoing reasons, Plaintiff respectfully requests that this Honorable
2 Court enter a judgment against JORGE as follows:

- 3 1. For compensatory and general damages in an amount in excess of ten-
4 thousand dollars (\$10,000.00);
5 2. For an award of attorney's fees and costs of suit; and
6 3. For such other and further relief as the Court may deem just and proper.

7 DATED this 9th day of October, 2013.

8
9
10 Respectfully submitted by:

11 **CUTTER LAW FIRM, CHTD.**


12 
13 NADIN J. CUTTER, ESQ.
14 Nevada Bar No.: 11548
15 CUTTER LAW FIRM, CHTD.
16 6787 West Tropicana, Suite 268
17 Las Vegas, Nevada 89103
18 Office: (702) 800-6525
19 Facsimile: (702) 800-6527
20 Attorney for Sushil Prabakaran
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22
23
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Exhibit "A"

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Exhibit "A"

PROMISSORY NOTE

From:

Name: Haydee M Jorge
Address: 211 Lynbrook street
Henderson, NV 89012

Date: May 3, 2012

SSN: 530-11-7253
Drivers License # 2101223169
Email: hjorgeys@gmail.com
Phone: 7028606994

To:

Sushil Prabakaran
7209 Daintree Ct,
Las Vegas, NV 89113

I hereby certify that the entire sum of money borrowed with the GE Capital Retail Bank Account # 6019 1823 2266 8577, \$8,800 borrowed through Citi Credit Card # 5466 1600 7763 3988 and Sushil Prabakaran's personal fund of \$550 are for my medical expenses and I am fully responsible for repayment of this money along with the interest.

I understand that as of this date (May 3, 2012) the total sum stands at \$20,587.30 with a monthly installment of \$600. I also understand that this may go up depending on the late payment fees, interest rate changes and other unexpected charges. I would be fully responsible for all the payments in this account.

Under no circumstances Sushil Prabakaran is responsible for repayment of this money or any other charges incurred in these accounts pertaining to my medical procedures.

I understand that I must promptly inform Sushil Prabakaran of any change in name or address.

If Sushil Prabakaran prevails in a lawsuit to collect on this note, I will pay his court costs, collection agency costs, and attorney's fees in an amount the court finds to be reasonable.

In any unforeseen event (death or disability), the money can be recovered by selling my properties.

Sincerely,

 5/3/12
HJ

(Haydee M Jorge)